

Magic Valley Akhal-Tekes
Jas Shearer-McMahon, Owner/Manager
P.O. Box 114
Livermore, CO 80536
970-493-1773 phone

Breeding Contract

Subject to the following terms and conditions, I the undersigned (hereafter Mare Owner) hereby agree to breed the mare _____ to the stallion MV Patrickhan during the 2008 breeding season using Artificial Insemination . MV Patrickhan is being collected for AI at the Equine Reproduction Lab at Colorado State University, Fort Collins, Colorado 80523-1679.

Fees payable: AI: Concurrently with the return of this agreement, the Mare Owner agrees to pay a stallion service fee of \$1000.00 payable to Magic Valley Akhal-Tekes and to prepay the first semen collection and shipment of \$250.00. No semen will be shipped until the stallion service fee is paid and arrangements for the collection fee and shipping fees are made.

Sire Manager agrees that if the stud fee is paid, and said mare subsequently, as a result of this breeding, does not have a live foal that can stand and nurse unassisted, the stud fee will be carried forward to the next breeding season. The stud fee shall only be carried forward one season, thereafter, this contract will be deemed fulfilled. Should the stud fee charged by the sire manager change, the mare owner will not be expected to pay the difference, but will have to pay any booking fees that are charged. Once a live foal has been delivered, assisted or unassisted, that can stand and nurse unassisted, this contract is deemed fulfilled. In the case of the birth of twins, alive or stillborn, then this contract may be deemed fulfilled at the discretion of the stallion manager.

Mare Owner is responsible for having their own veterinarian culture the mare while she is in heat prior to breeding. A copy of the negative culture may be requested by the Sire Manager. All inseminations must be performed by a licensed veterinarian.

The stud fee will be carried forward, and the live-foal guarantee is valid, only if the Mare Owner has properly maintained the health of the mare, and verifies the mare's pregnancy loss, still birth, or newborn foal death by notifying by phone within 48 hours and sending a signed and dated veterinary certificate within 10 days, clearly stating the following:

- 1) Identification of the mare named within
- 2) Verification of the loss of pregnancy or still birth
- 3) Verification that, in the veterinarian's best judgement, the mare was maintained in a reasonable state of health, including vaccinations and deworming, and that monitoring of the mare around the time of foaling was adequate enough to reasonably detect and attend to any foaling difficulties.

Mare must be examined by a licensed veterinarian between 14-30 days after the last day bred and stallion manager is to be notified of her pregnancy status at that time or all live foal guarantees are null and void. Mare must also be examined by a licensed veterinarian between 45-65 days after the last day bred and a certificate from the mare owner's veterinarian be sent to the stallion manager stating the results of the examination to retain re-breeding rights under the live foal guarantee.

It is further agreed that if either the sire or mare dies or becomes unfit for service PRIOR to shipment of semen, then the stud fee and any deposits paid will be refunded and this contract will become null and void. Should the sire die or become unfit for service during the life of this contract, frozen semen is available to fulfill the Sire Manager's obligations under this contract, and the Mare Owner will be shipped frozen semen, subject to the deposits and fees required by the veterinarian handling the shipping of said frozen semen.

Mare Owner shall assume all responsibility for the condition of the mare and shall bear all risks of loss or damage to the mare whether by death, injury, infection, or otherwise, and by any cause whatsoever. Mare Owner agrees to indemnify and hold harmless Magic Valley Akhal-Tekes and CSU Equine Reproduction Lab, in respect to all claims, losses, expenses, costs, obligations and liabilities mare owner may incur.

Mare Owner understands that 24 hours advance notice must be given Magic Valley Akhal-Tekes for collection of semen. If less than 24 hours advance notice is given, the request will be accommodated if possible. Federal Express overnight service will be used in most cases. If insufficient advance is given and counter to counter airfreight is used, there are extra costs involved.

I, the undersigned, do hereby certify that I am the Mare Owner named herein and that I have read and understood this contract. This contract is binding upon both parties when signed and is non-assignable or transferable.

Date _____

Signature of Sire Owner _____

Signature of Mare Owner _____

Street Address _____

City _____ Zip _____ Phone _____

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Mare name _____ Breed _____ Registry _____

Reg # _____ Color _____ Markings _____

Year born _____ Sire _____ Dam _____

THIS CONTRACT MUST BE FILLED OUT IN FULL